Clinton, Tennessee 496

20.00 fee

DECLARATION OF COVENANTS AND
RESTRICTIONS OF ORCHARD KNOB

Whereas, Penco Realty Company has caused to be subdivided a tract of land located in the First Civil District of Anderson County, Tennessee, and without the city limits of Clinton, Tennessee, which subdivision plat is recorded in the Register of Deeds Office for Anderson County, Tennessee, in Plat Book 8, pages 78 & 80;

Now, therefore, in consideration of the purchase from the undersigned by the several owners of one or more lots in said development and subdivision and as an inducement to persons to purchase lots in said subdivision from the undersigned, the undersigned does hereby declare, decree and covenant, to and with the several owners and purchasers of lots, their heirs, legal representatives and assigns, that the following protective and restrictive covenants shall be considered as included in any deed of conveyance or mortgage hereafter executed by the undersigned, their heirs, and assigns, or by any owner or his or their heirs, legal representatives or assigns, upon any lot or lots in Orchard Knob, and that the recording of this instrument in the public records of Anderson County Tennessee, shall be and constitute notice of the existence of said protective and restrictive covenants, the said covenants and restrictions being as follows:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until the first day of June, 2000, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the 1st day of June, 2000, or within six months preceeding the end of each successive ten (10) years period, as the case may be, a written agreement executed by the then owners of a majority of the

Received for Record the 1st day of Aug., 1972 at 12:15 P.M.
Joel W. Mullins, Register

For amendment to Rest. Covenants, see Warranty Deed Book C vol. 12 Page 113, this 19 April 1973.
Joel Mullins, Register - 72

(496)

lots shown on said Plat of Orchard Knob shall be placed on record in the Office of the Register of Deeds for Anderson County, Tennessee, in which by written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In addition, the developer reserves and shall have the right, with the consent of the persons then owning 75% or more or the platted lots shown on the plat of Orchard Knob to amend or alter these covenants and restrictions and any part thereof, in any respect.

2. If parties hereto or any of their heirs or assigns shall violate any or part of the covenants, it shall be lawful for any other person or persons owning any real estate situate in said development to prosecute any proceedings at law and equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so, or to recover damages, or other dues for such violation. The failure of the developer, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to, or subsequent thereto.

3. Invalidation of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.

4. The term "Lots" as used herein shall refer to the numbered lots as shown on the said plat, and shall be designated solely as residential lots. No structure shall be erected, altered, or placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height above the normal surface of the ground.

5. No dwelling shall be located on any lot nearer to the front line than 30 feet, nor any nearer to the sideline than 20 feet, nor nearer to the rear of the lot line than 50 feet.

6. Not more than one dwelling house may be erected on any lot as platted, and no lot shall be subdivided, or reduced in size by any device, voluntary alienation, partition, judicial sale or other process of any kind. Provided, however, that any lot or lots shown on said plat may be resubdivided or replatted (by deed or otherwise) with the prior approval of the developer and with such approval may be subdivided or replatted in any manner which produces one or more building lots each of which shall meet the minimum requirements set forth in these restrictions. The several covenants, restrictions, easements and reservations herein set fort in case any of said lots shall be resubdivided or replatted as afo said, shall thereafter apply to the lots as resubdivided or repla instead of applying to the lots as originally platted.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this development having a living area of the main structure, exclusive of basement, storage areas, open porches, carport and garage, of less than 1,600 square feet inside of walls. The developer shall have the right to approve or disapprove the square footage of any plan submitted if in its opinion the size of the proposed residence is not in keeping with other surrounding residences. No detached outbuildings shall be erected or allowed to remain on any part of any lot in said develop ment. Garages and carports shall be so located that the doors and entrances thereto shall not be visible from any front location within the extension of the side property lines. Carports shall be screened on all sides, using materials and design approved by the developer in such manner that objects located within the carport shall present a broken and obscured view from the outside thereof. Unless the prior approval of the developer has been obtained, no window air conditioning units shall be installed on any side of the building which faces an access way.

(498)

8. No illegal, noxious or offensive activity shall be permitted or carried on on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

9. No trailer, basement, tent, garage or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property during construction; and sales period, and the entrance sign to the subdivision which shall be erected or approved by the developer.

11. No animals or livestock or poultry of any kind shall be raised, bred, or kept on any tracts except that dogs, cats (maximum of two per dwelling) and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Owners of said pets must be able to certify to the developer that rabies shots have been given in accordance with regulations by a licensed veterinarian.

12. Unless and until a sewage treatment plant and collection system shall be provided to serve the said land, a septic tank and drain field shall be placed in accordance with local health codes on each lot upon which a dwelling house is located. When and if such central sewage treatment plant and collection system is provided, each owner of a building lot to which such system is made available shall, at his expense connect his sewage disposal lines to the sewage collection lines provided to serve that owners building lot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid of

construction and connection charges as established or approved by the utility district or their successors. No sewage shall be discharged onto the open ground or into any ravine, drainage ditch or access way on said property.

13. All owners of improved lots shall keep their lawns and shrubbery in reasonably good condition. All garbage cans must be concealed from view of the street and adjoining property.

14. No fence or retaining wall shall be constructed more than six feet high and all fences constructed shall be vented. No hedge, fence, or walls shall be erected or maintained that exceed a height of three (3) feet for a distance of 35 feet from the front property line fronting on a street, said fence shall not exceed three (3) feet in height. No part of any swimming pool shall be located nearer than seven (7) feet from any property line.

15. The owner of each building lot, whether such lot be improved or unimproved, shall keep such lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any building lot fails to comply with the preceding sentence of this paragraph, the developer shall have the right, but no obligation, to go upon such building lot, and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building lot, which expense shall be payable by such owner to the developer upon demand.

16. For the purpose of further insuring the development of said land as a residential area of the highest quality and standards and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the developer reserves the exclusive power and discretion to control and approve all of the buildings and

structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the developer, and until a copy of all such plans and specifications, as finally approved by the developer, have been lodged permanently with developer. The developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the developer of said lands or contiguous lands. In passing upon such building plans and specifications, and lot grading and landscaping plans, the developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In the event the developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been

submitted to it as required above, the approval of the developer shall be presumed and the provision of this paragragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained, or which is not in harmony with the surrounding neighborhood and the existing structures there shall be erected or allowed to remain on any part of the building plot on said land.

17. When the construction of any building is once begun work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the developer pursuant to the previous paragraph hereof, must be completed in accordance with said plans and specifications within the time approved by the developer after the start of the first construction upon each building lot unless such completion is rendered impossible as the direct result of strike, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to the lot line. The design and type of material for such driveway shall first be approved by the developer. During construction on any building lot all vehicles involved in such construction, including those delivering materials and supplies shall enter upon such building lot from the access way only at such location as shall be approved by the developer, and such vehicle shall not be parked at any time on the access way or ways, or upon any property other than the building lot on which the construction is proceeding.

18. The developer, for itself and its successors and assigns, hereby reserves and is given a perpetual alienable and reasonable easement, privilege and right, on over and under the ground to install and maintain all necessary or convenient roadway cuts and fills, erect, maintain and use electric and telephone poles

wires, cables, condutis, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage, and other conveniences or utilities on, in, and over and under all of the easements shown on said plat (whether such easements are shown on said plat to be drainage, utilities or other purposes), or in, over and under a ten (10) foot strip bordering any street, and on, in, over and under a five (5) foot strip at the back of each lot and on, over and under a five (5) foot strip along the interior sidelines of each lot shown on said plat, and the developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lot or lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, main lines or other equipment or facilities located or placed on or over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on said plat are and shall remain private easements and the sole and exclusive property of the developer and its successors and assigns.

19. Wherever in thse covenants and restrictions the consent or approval of the developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the developer. In the event the developer fails to act on any such written request withing thirty (30) days after the same has been submitted to the developer as required above, the consent or approval of the developer to the particular action sought in such written request which violates any of the covenants or restrictions herein contained. The developer shall have the right to assign and delegate all of the rights reserved to the developer in these covenenants to any

successor to the developer, or to any committee composed of the property owners of said subdivision.

20. The developer reserves and shall have the sole right:

(a) To amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained,

(b) To amend thse covenants and restrictions for the purpose of curing any ambiguity in or any inconsitency between the provisions contained herein,

(c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and

(d) To release any building lot from any part of the covenants and restrictions which have been violated (including without limiting the foregoing, violations of the building restriction lines and provisions hereof relating thereto), if the developer in its sole judgment, determines such violation to be a minor or insubstantial vidlation.

In Witness Whereof, the said Penco Realty Company has caused this instrument to be executed by its corporate officers the day and year first above written.

PENCO REALTY COMPANY

By: Ronald A Scott President

STATE OF TENNESSEE

COUNTY OF Anderson

Before me, Joel M. Meredith, a Notary Public of the state and county aforesaid, personally appeared Ronald A. Scott, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of the

Penco Realty Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at office this 15 day of August, 1972.

Paul M. Meredith
Notary Public

My Commission Expires: July 22, 1974



; Instrument prepared by
George W. Ridenour, Jr.,
Attorney at Law
Court House Square
Clinton, Tennessee

72349

4.00 fee

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF ORCHARD KNOB

Whereas, Penco Realty Company, has caused to be subdivided a tract of land located in the First Civil district of Anderson County, Tennessee, and without the city limits of Clinton, Tennessee, which subdivision bears the name of Orchard Knob, and upon which Penco Realty Company has heretofore caused to be placed of record the Declaration of Covenants and Restrictions of Orchard Knob as recorded in ~~Warranty Deed~~ Book T-11 [redacted], page [redacted] 496, in the Register of Deeds Office of Anderson County, Tennessee,

Now, therefore, Penco Realty Company does hereby exercise its rights under Paragraph 20 of said Declaration of Covenants and Restrictions, and does amend the aforesaid Declaration of Covenants and Restrictions as follows:

1. For the purpose of further insuring the development of said subdivision as a residential area of the highest quality and standards, and in order that all improvements on said lot shall present an attractive and pleasing appearance from all sides and all points of view, the Developer reserves the exclusive power and discretion to control and approve the type, style, color, appearance, means of installation and location of installation on each lot of each mailbox installed upon any lot in the said subdivision.

2. Because of the unusual characteristics of Lot No. 72, the shape of Lot No. 72 and the terrain of Lot No. 72, Lot No. 72 of said subdivision shall be released from compliance with the restrictions concerning the location of the doors to the garage of the dwelling on Lot No. 72, said restriction as more particularly set forth in Paragraph 7 of the Declaration of Covenants and Restrictions. Specifically, the dwelling located on Lot No. 72, shall be allowed to have the door to the garage visible from the front location of said lot and within the extension of the side property lines.

Received for Record the 9 day of April, 1973, at 2:30 o'clock P. M.
Joel N. Mullinax, Register

In Witness Whereof, the said Penco Realty Company has caused this instrument to be executed by its corporate officer the day and year first above written.

PENCO REALTY COMPANY

By: Charles Thomas Selby

STATE OF TENNESSEE
COUNTY OF Anderson

Before me, Robert Spinning, a Notary Publi of the state and county aforesaid, personally appeared Charles Thomas Selby, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice Pres. of the Penco Realty Company, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foreging instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President

Witness my hand and official seal at office this 19th day of April, 1973.

ROBERT E. SPINNING NOTARY PUBLIC AT LARGE STATE OF TENN.

Notary Public

My Commission Expires: 10-19-76

DECLARATION OF RESTRICTIONS

$2.00 fee

WHEREAS, J. E. Jones, P. J. Wenk and Joseph Rainey, have caused to be subdivided a tract of land located in the First Civil District of Anderson County, Tennessee, said subdivision known as Jones-Wenk-Rainey Subdivision, the map of which is recorded in the Register of Deeds Office of Anderson County, Tennessee, in Plat Book 6, page 92.

WHEREAS, it is now desired for the benefit and protection of the purchasers of lots in this Subdivision and in order to establish a sound value for these lots, to record these building restrictions, so that they may be of public record.

NOW, THEREFORE, in consideration of the premises, the said J. E. Jones, P. J. Wenk and Joseph Rainey, bind themselves, their heirs and assigns to impose, and they hereby impose, the following covenants that run with the land on the lots in said subdivision as shown on said map and said covenants are as follows:

1. These covenants are to take effect immediately and shall be binding on all the parties and all persons claiming under them until January 5, 1983, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or development to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damage or other dues for such violations.

3. Invalidation of any one of these covenants, by judgment or court order, shall in no way effect any of the other provisions, which shall remain in full force and effect.

4. The property above described shall be used for residential purposes only, and no buildings other than residences or those incidental to residential purposes shall be erected on said premises.

5. Only one residence shall be erected on any residential lot as shown on said map, and no building shall be located on any lot nearer the front line than the building set back line as shown on the recorded map, or nearer to any side street line than the building set back line as shown on the recorded map. No building shall be located nearer than ten (10) feet to any interior lot line, except that a five (5) foot set back line shall be required for a garage or other permitted accessory buildings located fifty (50) feet or more from the minimum building set back lines.

6. No noxious or offensive trade or activities shall be carried on upon such lot or upon any lot as shown on said map, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or a sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction or sales period.

7. No trailer, basement, tent, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling containing less than eleven hundred (1,100) square feet of floor area in the main structure, exclusive of garages and porches, shall be erected. All dwellings shall have a solid foundation of brick, concrete block or stone, and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practices for the State of Tennessee, and shall meet the minimum requirements of the Federal Housing Authority. No Tennessee Valley Authority or Oak Ridge Prefabricated dwellings shall be located on any of the said lots.

8. Until such time as a sanitary sewer system shall have been installed to service this subdivision a sewage disposal system constructed in accordance with the requirements of the County and State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain unless it has first been passed through an absorption field approved by the said health authorities.

9. A perpetual five (5) foot easement is reserved on all lot boundary lines for the purposes of installation and maintenance of all utilities and installation and maintenance of drainage ditches.

10. No animals, live stock or poultry of any kind shall be raised, bred or kept on any of the residential lots except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

11. No lot shall be used or maintained as a dumping ground for rubbish or any waste matter. Trash, garbage, or other waste material shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. Every restriction and requirement set forth in this instrument shall be binding upon not only the original owners but also upon each and every subsequent purchaser or owner of any part of this property.

13. Lots Nos. 25, 26, 27, 28, and 29 as shown on the map of said subdivision as recorded in the Register of Deeds Office of Anderson County, Tennessee, are hereby specifically and purposely excepted and exempted from all and any of the provisions of this instrument.

IN WITNESS WHEREOF, the said J. E. Jones, P. J. Wenk and Joseph Rainey, have executed this instrument this 12 day of June, 1963.

J. E. Jones

P. J. Wenk

Joseph Rainey

STATE OF TENNESSEE

COUNTY OF ANDERSON

Personally appeared before me, [illegible], a Notary Public in and for County, the within named bargainors, J. E. Jones, P. J. Wenk and Joseph Rainey, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal and office this the 12 day of June, 1963.

Notary Public

My Commission Expires: 1-20-64

BK/PG:1384/1730-1730
05001559

1 PGS : AL - RESTRICTIONS
BRENDA BATCH: 19483
02/08/2005 - 02:41 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 10.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 12.00
STATE of TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:

DAVID L. FLITCROFT
Attorney at Law
P. O. Box 6197
Oak Ridge, Tennessee 37831
(865) 482-2486

WAIVER OF REAR SETBACK LINE FOR SUBDIVISION AND APPROVAL OF PROPOSED BUILDING PLANS

WITNESSETH THAT:

WHEREAS, Penco Realty Company, the owner of Orchard Knob Subdivision, Anderson County, Tennessee, hereinafter referred to as "Developer," has recorded Declarations of Covenants and Restrictions of Orchard Knob Subdivision, the same of record in Deed Book T-11, Page 496, in the Register's Office for Anderson County, Tennessee, hereinafter referred to as "Restrictions"; and

WHEREAS, Developer has been dissolved, all of its assets having passed to its sole shareholder, Ronald A. Scott, hereinafter referred to as "Scott"; and

WHEREAS, Christina Jones and husband, Jason Jones, are the owners of Lot 40, in the Subdivision and have proposed a plan for constructing a new home which has been submitted to Scott and is acceptable to him, but the plans call for construction of a home on the lot which would ordinarily violate the rear setback line of 50 feet and have requested a Waiver, pursuant to Article 20, of the Restrictions, by the Developer of the rear setback line, from 50 feet to 30 feet, all of which is acceptable to Scott.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Scott, as successor to Developer, Penco Realty Company, does hereby approve the proposed plans and specifications for construction of a new home on Lot 40 by Jones and does waive, as to Lot 40 only, the rear setback line from 50 feet to 30 feet.

WITNESS our signatures this 5TH day of FEBRUARY, 2005.

Ronald A. Scott

STATE OF TENNESSEE
COUNTY OF ANDERSON

Personally appeared before me, the undersigned authority, a Notary Public, Ronald A. Scott, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand, this the 5TH day of February, 2005.

Notary Public

My Commission Expires: 3-1-06

NOTARY PUBLIC AT LARGE ANDERSON COUNTY